

1 A. Raymond Hamrick, III (SBN: 93821)
2 aray@hamricklaw.com
3 Kenneth A. Hearn (SBN 87537)
4 khearn@hamricklaw.com
5 W. Joseph Anderson (SBN: 267192)
6 wanderson@hamricklaw.com
HAMRICK & EVANS, LLP
111 Universal Hollywood Drive, Suite 2200
Universal City, California 91608
Telephone No.: (818) 763-5292
Fax No.: (818) 763-2308

7 | Attorneys for Plaintiff MBL, Inc.

8 Brandt L. Wolkin (State Bar No. 112220)
9 Jennifer L. Elowsky (State Bar No. 230739)
WOLKIN - CURRAN, LLP
10 555 Montgomery Street, Suite 1100
11 San Francisco, California 94111
Telephone No.: (415) 982-9390
Fax No.: (415) 982-4328

12 Attorneys for Defendant ACE PROPERTY & CASUALTY
13 INSURANCE COMPANY f/k/a CIGNA PROPERTY &
CASUALTY INSURANCE COMPANY f/k/a AETNA
INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

18 MBL, INC.,

19 Plaintiff,

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21 ACE PROPERTY & CASUALTY
22 INSURANCE COMPANY, f/k/a CIGNA
23 PROPERTY & CASUALTY INSURANCE
COMPANY, f/k/a/ AETNA INSURANCE
COMPANY, and DOES 1 through 100,
Inclusive.

Defendants.

Case No. CV 11-3456 RS

(Case assigned to Hon. Richard Seeborg)

**STIPULATION FOR
DISMISSAL OF COMPLAINT
PURSUANT TO SETTLEMENT
AGREEMENT AND TO TAKE
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT OFF
CALENDAR; [PROPOSED]
ORDER**

Complaint Filed: June 10, 2011

27 | III

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1 **TO THE HONORABLE COURT, TO ALL PARTIES HEREIN AND**
2 **TO THEIR RESPECTIVE ATTORNEYS OF RECORD:**

3 WHEREAS Plaintiff MBL, INC ("MBL" or "Plaintiff") brought the above-
4 captioned action (the "Complaint") alleging bad faith and various other causes of
5 action against Defendant ACE PROPERTY & CASUALTY INSURANCE
6 COMPANY, f/k/a CIGNA PROPERTY & CASUALTY INSURANCE
7 COMPANY, f/k/a/ AETNA INSURANCE COMPANY ("ACE" or "Defendant")
8 arising out of Defendant's denial of MBL's tender of defense and indemnity relating
9 to the lawsuit styled *United States of America v. Stephen C. Lyon, etc., et al.*, United
10 States District Court, Eastern District of California, Court Case No. 1:07 CV 00491
11 LJO NEW.

12 WHEREAS ACE denied all such allegations.

13 WHEREAS the Parties have reached a settlement regarding the various issues
14 raised and causes of action asserted in the Complaint.

15 Accordingly, IT IS HEREBY STIPULATED by and between the Parties
16 herein, through their respective attorneys of record, pursuant to Rule 41(a)(1)(A)(ii)
17 of the Federal Rules of Civil Procedure, as follows:

18 1. Plaintiff hereby dismisses its Complaint filed on June 10, 2011
19 against Defendant in its entirety, with prejudice;

20 2. In light of the foregoing, Plaintiff's Motion for Summary
21 Judgment or Partial Summary Judgment is taken off calendar.

22 3. Each Party will bear its own costs and attorneys' fees.

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1 4. The Parties request that the Court retain jurisdiction to enforce
2 the Settlement Agreement between Plaintiff and Defendant dated November 22,
3 2011 by issuing an Order that explicitly retains jurisdiction to enforce that
4 Settlement Agreement.

5 IT IS SO STIPULATED.

7 DATED: January 5, 2011

HAMRICK & EVANS, LLP

8 By: 

9 A. RAYMOND HAMRICK, III
10 KENNETH A. HEARN
11 W. JOSEPH ANDERSON
12 Attorneys for Plaintiff MBL, Inc.

13 DATED: January 5, 2011

WOLKIN, CURRAN, LLP

14 By: 

15 BRANDT WOLKIN
16 JENNIFER L. ELOWSKY
17 Attorneys for Defendant ACE
18 PROPERTY & CASUALTY
19 INSURANCE COMPANY f/k/a CIGNA
20 PROPERTY & CASUALTY
21 INSURANCE COMPANY f/k/a AETNA
22 INSURANCE COMPANY

HAMRICK & EVANS, LLP

1 [PROPOSED] ORDER
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9 Good cause appearing therefore, this case is dismissed in its entirety, with
10 prejudice.

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12 PURSUANT TO STIPULATION, IT IS SO ORDERED
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16 DATE



HON. RICHARD SEEBOORG

17 UNITED STATES DISTRICT JUDGE
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